



REQUEST FOR OFFER

09TCC-09PO0116

Credentialing Web Interface Project (CWIP)

Project Management Support Services for System Development and Implementation

♦ Service – Project Management (UNSPC Classification Number 801016)

Offer Deadline

**March 10, 2010
3:30 p.m.**

You are invited to review and respond to this Request for Offer (RFO). To submit an offer for these services, you shall comply with the instructions contained in this document as well as the requirements stated in the Commission on Teacher Credentialing's Scope of Work (hereafter referred to as SOW), Attachment A and Cost Worksheet B. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO and your proposed CMAS contract.

Read the attached document carefully. Responses to this RFO and any required copies shall be submitted by mail and clearly labeled to the department contact noted below.

DEPARTMENT CONTACT:

Darren Addington
Commission on Teacher Credentialing
Enterprise Technology Support Services Section
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General Information

1. Background and Purpose of the RFO

The Commission on Teacher Credentialing (hereinafter referred to as Commission) is an agency in the Executive Branch of California state government responsible for issuing credentials and permits for service in California's public schools. Approximately 299,000 credentials are processed each year. Based on a Feasibility Study Report completed in 2008 (Credentialing Web Interface Project [CWIP]), the Commission is proposing to end the existing contracted custom means of performing self-servicing credentialing activity via the web; provide all functionality the existing vendor is currently providing; provide public and stakeholders' availability to current up-to-the-minute credential data in real time with a user friendly web interface that is fully integrated into the Commission's existing enterprise-wide credentialing automation system; and allow direct control over changes, updates, enhancements, and security by the Commission.

The purpose of the CWIP RFO is to find a qualified vendor to implement a credentialing web interface solution to be hosted in-house by the Commission, via a customer facing application; consistent with the Commission's credentialing automation system environment and strategic direction, including data sharing and reuse of current Credentialing Automation System Enterprise (CASE) business logic, with web user views based on existing views. The Commission's licensing and credentialing functions operate via a Siebel Customer Relationship Management application.

The Commission currently has two separate solutions, the Credentialing Automation System Enterprise (CASE) and the solution developed by EzGov and currently being supported by VitalChek a Lexis Nexis company. Changes in either solution can have unanticipated impacts on the other. Data integration between the segregated systems is costly and inefficient. Furthermore, the data can result in being out of sync or inconsistent. Additionally, there is no shared upgrade path and maintenance of the VitalChek site is continually outsourced.

The business objectives of this project are to:

1. Eliminate drawbacks of two separate existing systems, including unanticipated impacts of changes in either systems on the other, costly and time consuming data integration between the two systems, out of sync or inconsistent data, and lack of a shared upgrade path.
2. Allow for the most current up-to-date data to be viewed on the web.
3. Eliminate dependency on outdated technology that will need to be updated.
4. Leverage time and cost efficiencies of a full-time staff position within the Commission that could fulfill system change requests in-house.
5. Eliminate the need for continually outsourced maintenance of existing hosting site; avoid anticipated increases in ongoing maintenance and hosting costs.
6. Avoid a potential cost of several hundred thousand of dollars in changes necessary to bring the existing system into compliance with the new State of California web standard and templates.
7. Maintain direct security control and eliminate unnecessary reliance on a third party for security.
8. Allow for legislatively mandated changes to be implemented in a timely manner.



9. Simplify processes that are currently complicated due to having two separate systems. Some examples are not having to create and send data files back and forth to another system on a daily basis, and only supporting one set of tables and business logic for the system.

10. Allow for a more user friendly system that can be user tailored.

2. Key Dates

It shall be understood that time is always of the essence, both for the RFO submission and contract completion. Bidders are advised of the key dates and times shown below and are expected to adhere to them. Responses not submitted by date and time identified below will not be considered.

Table 1. Key Action Dates

Action	Date / Time
1. Release Project Management RFO	February 26, 2010
2. RFO Response Submission Due	March 10, 2010 no later than 3:30 PM
3. Presentations and/or Interviews if needed	March 15-19 2010
4. Award Contract*	March 26, 2010

* ALL DATES AFTER THE RFO RESPONSE SUBMISSION ARE APPROXIMATE AND MAY BE ADJUSTED AS CONDITIONS INDICATE, WITHOUT ADDENDUM TO THIS RFO.

3. RFO Response Requirements

This RFO and the bidder's response to this document shall be made part of the ordering department's Purchase Order and procurement contract file.

Responses shall contain all requested information and data and conform to the format described in this section. It is the bidder's responsibility to provide all necessary information for the State to evaluate the response, verify requested information and determine the bidder's ability to perform the tasks and activities defined in section V.A. Business, Functional, and Technical Requirements and V.B. Project Deliverables and Deliverable Submission Requirements, Cost Worksheet, Attachment A, and Vendor References, Attachment E provided as required below.

The bidder shall submit two (2) hardcopies and a soft copy of their response to the department contact name and address contained on the cover sheet to this RFO by the date and time specified in section 2 of the Key Dates above.

4. RFO Response Content

The majority of the information required to respond to this RFO is contained in V.A and V.B, and Cost Worksheet, Attachment A.

a) Response to V.A and V.B:

The bidders "Scope of Work" responds to V.A and V.B and will be used to evaluate responsiveness to requirements. This Scope of Work response shall map each task/deliverable item back to the tasks and deliverables. The response shall include any additional information



that the bidder deems necessary to explain how the bidder intends to meet the State's requirements. The Scope of Work shall contain the following:

1. Cover Letter
2. Copy of Project Management Professional (PMP) certification by PMI or equivalent
3. Response to V.A and V.B
4. Attachments A
5. Resumes for each identified member of the contract team, detailing experience meeting the State's requirements,
6. References – Minimum of three (3)
7. Copy of Small Business certification, if applicable
8. Payee Data Record, Std. 204 (with original signature)
<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

b) Response to Cost Worksheet, Attachment A:

This Attachment outlines the costs required to be provided by the bidder, and details the staff hours by classification, hourly rate per classification, by task(s) and deliverable(s), see format in Attachment A. These costs shall map by each classification to the bidder's Scope of Work. The cost break-down is identified in SOW Section 3, Deliverables 3.1.

c) Response to Bidder References, Attachment A:

The Attachment allows the bidder to document previous references for similar services completed as outlined in SOW.

d) Firms that are certified by the Department of General Services, Office of Small Business and DVBE Services as a Small Business enterprise should provide a copy of their certification with their offer.

e) Disabled Veteran's Business Enterprise (DVBE) Program Requirements – Firms must make an effort to comply with the DVBE requirements.

5. Presentations and/or Interviews

The Commission may request a presentation and/or interview from any or all bidders. General information is included in the Key Dates in Section 2 above. If presentations and/or interviews are needed, a separate description of this event will be provided.

6. Review of Offers for Award

Responses to this RFO will first be reviewed for responsiveness to the requirements in the SOW. If a response is missing information required in either Attachment the response may be deemed not responsive. Further review is subject to the Commission's discretion.

Award of a contract resulting from this RFO against a CMAS contract will be based on a "best value" method that includes cost as a factor, according to the following:

Administrative Criteria	20%	60 points
Technical Criteria	30%	90 points
Cost	50%	150 points



Total	100%	300 points
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Administrative Criteria: 60 Points Maximum

- Scope of work
- Resumes are included for each proposed project team member and they describe the experience levels in detail, and support the Scope of Work.
- Experience and knowledge of Federal and State education programs and services administered by the State of California.

Technical Criteria: 90 Points Maximum

- Outlines and examples of deliverables from other projects are acceptable and support the Scope of Work
- Project management and state procurement oversight and management years of experience including: project plan definition, business case development, risk management, business requirements definition, and state procurement documentation development.
- Assessment of staff competency and expertise based on the resume and provided references. At the discretion of Commission, this assessment may or may not include a personal interview of each person assigned to the project.
- Reviews from Reference Checks

Cost Score Criteria: 150 Points Maximum

Cost information will only be evaluated for responsive bids. If a Bidder's proposal has been determined to be non-responsive during the earlier steps, cost information will not be opened.

The Cost evaluation process will consist of the following steps:

- 1) Identify the Lowest Solution Cost.
- 2) Calculate the Solution Cost Factor and Final Cost Score for Each Bidder Proposal.

Example of "best value" calculation:

	Offer 1	Offer 2	Offer 3
Administrative Score	30 pts	40 pts	54 pts
Technical Score	62 pts	65 pts	66 pts
Total Points	92	105	120
Cost	\$330,000	\$285,000	\$420,000
	$\$285,000/\$330,000 = .86$	$285,000/285,000 = 1.0$	$285,000/420,000 = .68$
Cost Points	$.86 \times 150 = 129$	$1.0 \times 150 = 150$	$0.68 \times 150 = 102$
Grand Total	$92 + 129 = 221$	$105 + 150 = 255$	$120 + 102 = 222$

In this example the award goes to Offer 2 as the response that scored the highest overall points when the points for the Administrative and Technical Criteria are combined with the calculated Cost points.



I. INTRODUCTION AND OVERVIEW OF REQUIREMENTS

I.A. Purpose of this RFO

The contractor will supply a project management consultant to provide project management support services for the Credentialing Web Interface Project (CWIP).

The contractor will manage the project in accordance with the State Administrative Manual (SAM) and the Statewide Information Management Manual (SIMM). Project Management activities will be in alignment with the California Project Management Methodology (CA-PMM).

I.B. Project Scope

The contractor will provide oversight and direction to the following project activities:

- System integration contractor evaluation and selection;
- System development (CWIP software design, development, testing, implementation and post-implementation stages).
- In addition, the contractor will coordinate and monitor all Commission activities identified in the CWIP FSR, and develop all project management reports as required by the state control agencies.

I.C. Contract Period

The proposed contract term is anticipated from March 26, 2010 through June 30, 2011. It is anticipated that project management of this project will be, at most, an average of 20 hours per week for the entire length of the project. So the bids should be for 1,340 hours (67 weeks X 20 Hours per week).

I.D. Procurement Process Overview

This CMAS procurement may include bidder presentations and/or interviews prior to selection. Major events and key dates are provided in the RFO General Information Section 2.

II. RULES GOVERNING COMPETITION

Information regarding this competitive procurement is provided in the RFO General Information Sections 3 and 4, and in the RFO Review of Offers for Award section.

II.A. Contractual Information

This RFO and the bidder's response to this RFO will be made part of the Commission's Purchase Order and procurement contract file. By submitting an offer, the bidder agrees to the terms and conditions associated with this RFO and the bidder proposed CMAS contract.

II.B. Other Information

The Commission will allow use of subcontractors. The bidder is required to list the subcontractor firm name, address, and contact person. Subcontractors are subject to all the terms, conditions and requirements of the contract executed as a result of this RFO.



IV. ADMINISTRATIVE REQUIREMENTS

IV.A. Bidder Qualifications Requirements

Bidder shall have the following:

- Minimum of two (2) contracts with the State of California public sector.
- Minimum of five (5) projects in Project Management
- Minimum of five (5) years experience in Project Management

IV.B. Project Team Qualifications Requirements

Contractor project team members shall have applicable and sufficient knowledge and experience in the following skill areas:

- Previous State of California public sector experience, minimum of two (2) contracts
- Minimum of five (5) projects in Project Management
- Project Management Professional (PMP) certification by PMI or equivalent
- Minimum of five (5) years experience in Project Management
- Complete knowledge and understanding of the California Project Management Methodology (CA-PMM)

V. BUSINESS, FUNCTIONAL, TECHNICAL AND CONTRACTUAL REQUIREMENTS

V.A. Business, Functional, and Technical Requirements

The contractor shall be responsible for performing the following functions:

- Facilitate and coordinate communication between project team members, project stakeholders and end users;
- Prepare any presentations or written supporting documents required to respond to inquiries from Commission staff and management;
- Provide regular status reports to control agencies, as required, and attending meetings with control agencies, as appropriate;
- Maintain and track all project issues and resolutions, change requests, and project risks;
- Provide project definition and planning assistance in preparation for Phase III: System Development and Implementation;
- Monitor and participate in system requirements development activities, ensuring timely completion;
- Monitor and participate in RFO and Model Contract preparation, ensuring timely completion;
- Lead the system integration contractor evaluation and selection process;
- Facilitate and coordinate the procurement execution process with the Department of General Services (DGS);



- Provide assistance in addressing Department of Finance and OCIO questions regarding the RFP during the control agency review and approval process;
- Monitor all stages of system development and implementation including, design, software development and data conversion, system development, system integration and user acceptance testing, piloting and implementation, ensuring that the contractor completes contractual obligations for all activities at each stage;
- Monitor the post-implementation stage activities, ensuring that the contractor completes contractual obligations; and
- Perform other project management duties as required.
- Develop and maintain a project plan and work schedule that includes all the component activities described in the CWIP FSR;
- Project Work Plan – the work plan shall be developed in Microsoft Project 2003 and include an estimated time schedule associated with clearly defined tasks, sub-tasks and deliverables, if applicable, resulting from those tasks. The selected contractor will be required to provide an updated work plan within the first five business days of the contract and maintain an updated work plan throughout the project.
- Develop and revise (as needed) a business plan document that will define the project scope, project organization, and project communication plan; that will serve as a roadmap for the project;
- Provide succinct weekly status reports that summarize the activities performed by the contractor for the week and planned activities for subsequent weeks to the ETSS Director or designee and the CWIP Project Directors, or designees;
- Meet weekly with the ETSS Director or designee and the CWIP Directors or designees;
- Review and approve CWIP systems integration RFP Contractor Evaluation Procedures and Process documents; and

V.B. Project Deliverables and Deliverable Submission Requirements

In addition to performing the functions and completing the tasks in Section C, the following deliverables shall be completed and approved for the contracted work to be complete:

- A completed project plan and work schedule that are updated on a regular basis;
- A completed business plan;
- Monthly status reports.

All deliverables shall be in a format approved by the Commission and submitted with an acceptance document. There shall be a signed acceptance document for each deliverable before invoices can be processed for payment.

1. Acceptance Criteria



It shall be the Commission's sole determination as to whether a deliverable has been successfully completed and is acceptable to the Commission. There shall be a signed acceptance document associated with each product, service, or deliverable.

Acceptance criteria shall consist of the following:

- Reports on written products, services, or deliverables are completed as specified and approved.
- All products, services, or deliverables shall be in a format that can be used by the Commission.
- If a product, service, or deliverable is not accepted, the Commission shall provide the reason in writing within 5 days of receipt of the product, service, or deliverable or upon completion of acceptance testing period.

2. Other Reporting Requirements

- On a monthly basis, each contractor staff person shall complete a timesheet and invoice.
- The contractor shall develop and provide ad hoc reports as deemed appropriate and necessary by the Commission.

V.C. Project Payment Schedule

Payment shall be reviewed and processed monthly based on the number of hours worked that month.

V.D. State Responsibilities

The Commission shall provide work stations, telephones, and access to business and technical documents as necessary for the contractor to complete the tasks identified in the Commission's purchase document.

V.E. Travel

All work shall be performed on site at 1900 Capitol Avenue, Sacramento, CA 95811 between the hours of 8:00 a.m. and 5:00 p.m. pacific standard time unless the contractor has received prior approval from the ETSS Director. Travel will not be reimbursed by the Commission.

V.F. Fingerprint Clearance

All staff on this project shall receive fingerprint clearance from the California Department of Justice prior to any work being initiated.

VI. COST

VI.A. Introduction

The bidder shall specify a cost proposal that meets the performance requirements of this RFO in appropriate and sufficient detail that provides for the agreed upon cost for services and deliverables to be managed and controlled by the Commission and the Contractor.



VI.B. Cost Worksheet Instructions

The bidder's cost proposal shall be detailed in the format provided in Attachment A – Cost Worksheet for major tasks and deliverables associated with this RFO. The Cost of this contract cannot exceed \$150,000.

VII. PROPOSAL AND BID FORMAT

VII.A. Introduction

The bidder's response shall address all items requested in this RFO and any requirements or instructions described in the RFO General Information Section 3 and 4.

VII.B. Proposal Format and Content

The bidder's cost proposal shall conform to the format described in the RFO General Information Section 3 and 4, and shall contain all information requested in this RFO, including all items outlined in V.A and V.B. The bidder shall submit two (2) hardcopies and a softcopy of their response to the department contact name and address contained on the cover sheet to this RFO on or before the date and time identified in the General Information, Section 2 Key Dates.

VII.C. Scope of Work

The Scope of Work reflects the services to be provided by a contractor for the Commission. The bidder's Scope of Work shall describe the following:

- Services to be provided
- Period of performance
- Tasks to be accomplished
- Functions to be performed

In addition, the bidder's SOW shall address the information required in the RFO General Information Section 4 RFO Response Content



ATTACHMENT A – COST WORKSHEET

Job Title or Classification	Hours	Hourly Rate	Extended Total	Task or Deliverable
Project Manager				
Subtotal	1,340			\$
Other Costs				+
Total Costs	1,340			

TKent 2/7/10 1:29 PM

Comment: Is this because they can recommend multiple project managers or just a format requirement.



ATTACHMENT B – BIDDER REFERENCES

Submission of this attachment is **mandatory**. Failure to complete and return this attachment with your proposal **will** cause your proposal to be rejected and deemed nonresponsive.

List below three (3) references for services performed within the last five (5) years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			
REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			
REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			



Appendix A

Contract Terms and Conditions

Mark Check(?) the Terms and Conditions to ensure they match with the most current terms reviewed by OLS. Please use the RICA contract as an example.

All terms and conditions found on the General Terms and Conditions (GTC 307) and the Contractor Certification Clauses (CCC 307) in the versions effective as of the date of this Request for Proposals, will be incorporated by reference into the contract, with the exceptions noted below. Additional terms and conditions that will be incorporated into the contract are also listed below. GTC 307 and CCC 307 may be viewed at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>.

Upon award of the agreement, the contractor shall sign and submit form CCC 307 to the Commission. This document is only required if the contractor has not submitted this form to the Commission within the last three (3) years.

A. Additions to GTC 307

The following additions to GTC 307 will be incorporated into the contract.

A1. The following is added to the *Amendment* (GTC 307, #2):

The Executive Director of the Commission on Teacher Credentialing is authorized to approve amendments to this contract on behalf of the Commission for services that do not exceed a total dollar amount of \$150,000.

A2. The following is added to the *Audit* (GTC 307, #4):

Records that relate to termination or litigation of the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract, to which exceptions have been taken by the Commission or any of its duly authorized representatives shall be retained until such litigation, claims, or exceptions have been disposed of.

A3. The following is added to the *Disputes* (GTC 307, #6):

If the Contractor disputes any action by the Program Coordinator arising under or out of the performance of this contract, the Contractor shall notify the Program Coordinator of the dispute in writing and request a claims decision. The Program Coordinator shall issue a decision within 30 calendar days of receipt of the Contractor's notice. If the Contractor disagrees with the Program Coordinator's claims decision, the Contractor shall submit a formal claim to the Commission's Executive Director. The decision of the Commission's Executive Director shall be final and conclusive on the claim. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the Contractor to present oral and documentary evidence and arguments in support of the claim.

A4. The following is added to the *Independent Contractor* (GTC 307, #8):



The Contractor shall pay, when due, all required employment taxes and income tax withholding; shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees, and agents.

A5. The following is added to the *Unenforceable Provision* (GTC 307, #17):

The waiver of any breach of a term hereof shall not be construed as a waiver of any other term or provision or the same term or provision at a subsequent time.

B Additions to Form CCC 307

The following underlined additions to form CCC 307 will be incorporated into the contract.

B1. The following underlined sentence is added to subsection 2 of *Former State Employees*, which is found in number 1: *Conflict of Interest*, under section *Doing Business with the State of California* (CCC 307):

Subsection 2): For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. This does not apply to contracts with former employees as an expert witness, or continuation of attorney services the former employee was involved with prior to leaving state service.

B2. The following underlined clause is added to number 3: *Americans with Disabilities Act*, under section *Doing Business with the State of California* (CCC 307):

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable federal and state laws and regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

B3. The following underlined clause is added to number 8: *Payee Data Record Form STD 204*, under section *Doing Business with the State of California* (CCC 307):

This form shall be completed by all contractors that are not another state agency or other governmental entity. Upon award of the agreement, Contractor shall complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Section 18646. This form can be found at www.osp.dgs.ca.gov under the link Standard Forms, on the left side of the screen. No payment will be made unless a completed STD 204 has been returned to the awarding agency.

C Additional Terms and Conditions

The following are additional terms and conditions that will be incorporated into the contract.



C1. Contractor Evaluation

The Contractor hereby acknowledges that Contractor's performance under this Contract will be evaluated pursuant to Sections 10367 and 10369 of the California Public Contract Code.

C2. Confidentiality of Records

The Contractor shall maintain the confidentiality of any records, information, or files of the Commission to which the Contractor may have access in connection with this Agreement and which are subject to any State or federal confidentiality laws. All laws and regulations pertaining to the confidentiality of the records or information shall apply to the Contractor to the same extent as they apply to the Commission. The Contractor shall notify its employees that they are subject to the confidentiality requirements set forth herein and shall provide each employee with a written explanation of the confidentiality requirements before the employee is allowed access to confidential records, information, or files.

C3. Delays

A. Excusable Delays

1. The Contractor will apply due diligence and reasonable efforts to complete each task required pursuant to this Contract on the specified dates, or in a timely manner for those tasks without specific due dates. The Contractor will not be in default by reason of any failure to make adequate progress or to perform this Contract in a timely manner if such failure arises out of unforeseen causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, "acts of God" or of the public enemy, acts of the Commission in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor.



2. If the failure of the Contractor to make adequate progress or to perform this Contract in a timely manner is caused by the failure of a subcontractor or supplier to perform or make progress, and if such failure arises out of causes beyond the control of both the Contractor, subcontractor, and supplier, and without the fault or negligence of any of them, the Contractor will not be deemed to be in default, unless the supplies or services to be furnished were obtainable from other sources in such time as to permit performance in accordance with the Contract.
3. Upon request of the Contractor, the Program Coordinator will reasonably determine whether and the extent that any failure to perform was due to excusable causes of delay, and if so, the delivery schedule will be revised according to the effect of the delay upon timely completion of the Contract.

B. Notice to the Commission of Delays

Whenever the Contractor knows of any actual or potential cause of delay, including, but not limited to labor disputes, the Contractor shall immediately give written notice thereof to the Program Coordinator and within ten (10) calendar days furnish all relevant information with respect thereto to the Program Coordinator.

C4. Legal Authority to Enter Contract

- A. The Commission warrants that its execution of this Contract is in full compliance with its obligations under applicable California statutes governing Contract bidding by state agencies. To the extent applicable, funding of this Agreement is contingent upon appropriation and availability of funds in each fiscal year.
- B. The Contractor assures and guarantees that it possesses the legal authority to enter into this Contract. The person or persons signing and executing this Contract on behalf of the Contractor do hereby warrant and guarantee that they have full authorization to execute this Contract.

C5. Project Management

A. Management Control

The Contractor will work under the direct management control of a Commission staff member designated as the Program Coordinator. The Program Coordinator will represent the Commission in all matters affecting this project and the Contract, and the Program Coordinator's positions, representations, or approvals will be deemed the positions, representations, or approvals of the Commission, unless and until the Contractor is informed otherwise in writing. If the individual assigned to be Program Coordinator changes, Commission staff will notify the Contractor of the change immediately. All materials (e.g., plans, products, reports) identified in the Contract to be produced by the Contractor will be reviewed and approved by the Program Coordinator. The Program Coordinator will have a minimum of ten (10) working days to review drafts of such materials unless the Program Coordinator gives permission for fewer days. Following review and approval by the Program Coordinator, the materials will be submitted to the Program Coordinator by the Contractor in finished form, in a style as defined by the Program Coordinator, incorporating the changes made by the Program Coordinator, and



in a quantity specified by the Program Coordinator, not to exceed ten (10), unless otherwise noted in this Contract.

B. Contractor Personnel

Prior to removing any of the individuals considered essential by the Commission from this project, or reducing their time commitment to the project by more than thirty-three (33) percent of the time agreed upon, the Contractor shall notify the Program Coordinator of the proposed removal or reduction. No such removal or reduction shall occur without the prior written approval of the Program Coordinator. Upon request of the Program Coordinator, the Contractor shall submit justification for the change and indicate who will replace an individual being removed from the project and/or how the reduction of an individual's time commitment to the project will be compensated for. The Contractor will describe the qualifications and experience of the individual(s) proposed to replace or make up for a reduced time commitment by any of the persons listed below.(?) This information shall be provided in sufficient detail to permit evaluation of the impact of the change on the project.

C6. Sole Agreement

This Contract is the sole agreement between the parties respecting the subject matter hereof. This Contract is intended as the complete integration of all understandings between the parties at this time. In the event of any conflict, inconsistency, variance, or incongruity between the provisions of this Contract and any other documents or understandings, the provisions of this Contract shall in all respects supersede, govern, and control.

C7. Subcontracts

- A. The Contractor shall notify the Program Coordinator reasonably(?) in advance of entering into any subcontract that (a) is cost-reimbursement type, time and materials, or labor-hour, or (b) is fixed-price type and exceeds \$10,000.
- B. In the case of a proposed subcontract that (a) is cost-reimbursement type, time and materials, or labor-hour, and would involve an estimated amount in excess of \$10,000, including any fee, or (b) is fixed-type and exceeds \$10,000, or (c) is one of a number of subcontracts under this Contract with a single subcontractor for the same or related supplies or services that in the aggregate are expected to exceed \$20,000, the advance notification required by the immediately preceding paragraph above shall include:
 - 1. a description of the supplies or services to be called for by the subcontract;
 - 2. identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained;
 - 3. the proposed subcontract price, together with the Contractor's cost or price analysis thereof; and
 - 4. identification of the type of subcontract to be used.
- C. The Contractor shall obtain the written consent of the Program Coordinator prior to placing any subcontract for which advance notification is required under paragraph A above. No payment will be made for any subcontract in which performance commenced prior to the Contractor's receipt of written approval by the Program Coordinator. No subcontract



providing for payment of a fee or profit will be approved if made with a division, subsidiary, or entity controlled or owned by the Contractor.

- D. The Contractor shall give the Program Coordinator immediate notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this Contract with respect to which the Contractor may be entitled to reimbursement from the Commission.
- E. With the exception of subcontracts for the routine printing of materials, the Contractor shall select subcontractors (including suppliers) on a competitive bid basis to the maximum extent practicable, consistent with the objectives and requirements of the Contract.

C8. Termination

- A. The Commission may terminate this Contract in whole or in part for good cause (as hereafter defined) upon ninety (90) calendar days' written notice to the Contractor. As used herein, "good cause" will mean a material breach of this Contract by the Contractor, which breach is not cured or corrected within thirty (30) calendar days after receipt of notice thereof from the Commission. Any termination by the Commission will be effected by delivery from the Commission to the Contractor of a Notice of Termination specifying the reason for the termination, the part(s) of this Contract that are being terminated, and the effective date of the termination.
- B. After receipt by the Contractor of a Notice of Termination, the Contractor shall:
 - 1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 - 2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
 - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - 4. Assign to the Commission, in the manner and to the extent directed by the Program Coordinator, all of the right, title, and interest of the Contractor's under the orders or subcontracts;
 - 5. Deliver in the manner, at the time(s), to the location(s), and to the extent specified by the Program Coordinator all materials developed, whether draft or final, and all information collected for the purposes of accomplishing the contracted scope of work, that is in the possession of the Contractor, its employees, its agents, or its subcontractors;
 - 6. Complete performance of such part of the work as will not have been terminated by the Notice of Termination;
 - 7. Take such action as may be necessary, or as the Commission may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor, its employees, its agents, or its subcontractors, and in which the Commission has or may acquire an interest; and
 - 8. Submit to the Program Coordinator a termination claim in the form and with the certification prescribed by the Program Coordinator. Such claim shall be submitted promptly but in no event later than ninety (90) calendar days from the effective date of



termination, unless one or more extensions in writing are granted by the Commission upon request of the Contractor made in writing and with appropriate documentation within such 90-day period or authorized extension thereof.

- C. Subject to the provisions of paragraph (8) above, the Contractor and the Commission may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount by the Commission subject to all necessary approvals of the applicable state control agencies.
- D. In the event of the failure of the Contractor and the Commission to agree in whole or in part, as provided in paragraph C above, as to the amounts to be paid to the Contractor in connection with the termination of work pursuant to this clause, the Commission will determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination.

C9. Waiver of Rights

No failure to assert any rights or remedies available to the Commission or the Contractor under this Contract will be considered a waiver of such right or remedy unless such waiver is contained in writing signed by the party alleged to have waived its right or remedy.

C10. Incorporated in Contract

Both (1) the Request for Offer [Credentialing Web Interface Project \(CWIP\)](#)
[Project Management Support Services for System Development and Implementation](#)
, dated, February XX, 2010, and (2) the winning bid will be incorporated by reference into the contract.



Appendix B

Administrative Requirements Response

A. Nondiscrimination Compliance Statement

All Bidders shall submit a completed Nondiscrimination Compliance Statement (STD 19) form, which can be located through www.osp.dgs.ca.gov/StandardForms/Default.htm.

B. Payee Data Record

The winning bidder shall complete and submit to the awarding agency the Payee Data Record (STD 204), for tax purposes pursuant to California Revenue and taxation Code Section 18646. Per Appendix F, B.3, this form is submitted upon award of the agreement. The form can be found at www.documents.dgs.ca.gov/osp/pdf/std204.pdf.

C. Contractor Certification Clauses

The winning bidder shall complete and submit to the awarding agency the completed Contractor Certification Clauses (CCC 307) form. The form can be found through www.ols.dgs.ca.gov/Standard Language/default.htm.

